

EXHIBIT D

NON-DISCLOSURE AGREEMENT

(Quick Fitting Inc. Disclosing)

This non-disclosure agreement ("Agreement") is between Quick Fitting Inc ("Quick Fitting"), and Zhejiang Xingxin Aite Copper Co. Ltd ("Company") a corporation, having a business address at; Valve Industry Zone, Longxi Town, YuHuan, Zhejiang, China.

I. RECITALS

A. Company wishes to receive certain trade secret, confidential and proprietary information (hereinafter collectively "Information") pertaining to Quick Fitting quick connection valves, fittings and controls, its manufacture, design, materials of construction, tactical or strategic planning relative to product development, potential markets, customers, prospects, projections or manufacturing. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written and machine-readable form, pertaining to the above.

B. Company wishes to receive the Information for the purpose of the sales, promotion, and marketing or for the purpose of providing cost estimations on the manufacture of components of said products. If this NDA is provided in conjunction with a solicitation for bid from Quick Fitting Inc., Quick Fitting makes no representation that it will enter into a relationship; and is under no obligation to enter into a limited manufacturing agreement the "Company".

C. Quick Fitting is willing to disclose the Information and Company is willing to receive the Information (as "Receiving Party") on the terms and conditions set forth herein.

Therefore, Quick Fitting and Company agree, as follows:

1. That the disclosure of Information by Quick Fitting is in strictest confidence and thus Company will:

- a. (1) Not disclose to any other person the Information and (2) use at least the same degree of care to maintain the Information secret as the Company uses in maintaining as secret its own secret information, but always at least a reasonable degree of care;
- b. Use the Information only for the above purpose;
- c. Restrict disclosure of the Information solely to those employees of Company having a need to know such Information in order to accomplish the purpose stated above;
- d. May not use Quick Fitting's disclosed materials, intellectual property, drawings, know-how, connection technology or any derivative thereof, with the intention to advertise, manufacturer, sell, distribute, import or export a similar product without the expressed written permission of Quick Fitting Inc.

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- e. Advise each such employee, before he or she receives access to the Information, of the obligations of Company under this Agreement, and require each such employee to maintain those obligations.
- f. Within fifteen (15) days following request of Quick Fitting, return to Quick Fitting all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Quick Fitting, in writing, the destruction of such materials; and
- g. Immediately upon sale of Company or merger of Company with a third party, return to Quick Fitting all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to Quick Fitting, in writing, the destruction of such materials
- h. Company may never contact, communicate or negotiate with any supplier, customer or prospect of Quick Fitting Inc, which has been disclosed by Quick Fitting or made known to the Company by any communication from Quick Fitting; and this information is proprietary to Quick Fitting, and said proprietary information may not be used to compete with, defame or cause damage to Quick Fitting Inc. Further, Company is required to keep all customer, prospect and supplier information secret at all times and may not communicate with, or provide information to, any third party without the written agreement from Quick Fitting. Company acknowledges any breach of this covenant would cause immeasurable damage to Quick Fitting, and would be just cause for an immediate injunction and embargo via summary judgment, and that Quick Fitting would be entitled to monetary damages by summary judgment as a matter of law

2. This Agreement imposes no obligation on the Company with respect to any portion of the Information received from Quick Fitting which (a)(1) was known to the Company prior to disclosure by Quick Fitting and (2) as to which the Company has no obligation not to disclose or use it, (b) is lawfully obtained by the Company from a third party under no obligation of confidentiality, copyright is or becomes generally known or available other than by unauthorized disclosure (d) is independently developed by the Company or (e) is generally disclosed by Quick Fitting to third parties, without any obligation on the third parties

3. This Agreement imposes no obligation on Company with respect to any portion of the information disclosed by Quick Fitting, unless such portion is (a) disclosed in a written document, provided as manufacturing samples, presented in material discussions or provided machine readable media, whether marked or not marked "CONFIDENTIAL" at the time of disclosure or (t) disclosed in any other manner and summarized in a memorandum mailed to the Company within thirty (30) days of the disclosure. Information disclosed by Quick Fitting in a written document or machine-readable media and marked "CONFIDENTIAL" includes, but is not limited to, the items, if any, set forth in Schedule A attached hereto. Schedule A is incorporated herein by reference. Company hereby acknowledges receipt of the items listed in Schedule A, if any

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4. The Information shall remain the sole property of Quick Fitting

5. QUICK FITTING DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING. QUICK FITTING DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION, WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. QUICK FITTING SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY

6. In the event of a breach or threatened breach or intended breach of this Agreement by Company, Quick Fitting, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

7. The validity, construction, and performance of this Agreement are governed by the laws of the state of Rhode Island, United States of America

8. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred

9. If any arbitration, litigation or other legal proceeding relating to this Agreement occurs, the prevailing party shall be entitled to recover from the other party (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.

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This Agreement is binding upon Quick Fitting Inc. and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated on thirty 30-days written notice by either party. However, Company's obligations of confidentiality and restrictions on use of the information disclosed by Quick Fitting shall survive termination of this Agreement.



Signature:

Name David B. Crompton
Title President/CEO
Date 8/20/09

(Company) Zhejiang Xingxin Alte Copper Co. Ltd

Signature:

Name Frank Xie
Title General Manager
Date 8/20/09

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